

Special Terms and Conditions of usage of a Third Party Business Broadband Network Service

1. Definition

1.1 Unless otherwise provided, words and expressions used herein shall have the same meaning ascribed to them in the General Terms and Conditions.

2. Third Party Business Broadband Network Service

2.1 The Subscriber understands and agrees that HKBNES is providing the Service through a Third Party Business Broadband Network Service provider ("Third Party Provider"). The operation and use of the Service is dependent on the network coverage and connection provided by the Third Party Provider. HKBNES shall make no warranty on the quality, reliability and accessibility or the network of the Service and accepts no liability whatsoever in relation thereto. In all circumstance, HKBNES shall accept no direct or indirect legal liability for the loss and damage arising from the failure, interruption, delay or suspension of the Service. In case the Service is being affected by circumstances which are beyond the reasonable control or cannot be reasonably foreseen by HKBNES, or by any services provided by the Third Party Provider and cause HKBNES to decide that the Service can no longer be provided to the Subscriber, HKBNES shall be entitled to terminate the Service immediately without any liability. HKBNES shall not be responsible or liable to the functionality, related hardware maintenance and support of the Business Broadband Network Service.

2.2 HKBNES may provide email Service to the Subscriber. The Subscriber acknowledges and agrees that any e-mail address provided by HKBNES is licensed to the Subscriber in connection with the Service. The Subscriber shall not acquire any title or right whatsoever in such e-mail address.

3. Suspension and Termination of Service

3.1 HKBNES reserves all the rights and final discretion to suspend and/or terminate provision of the Service without prior notice and/or giving any reason therefor.

4. PIN and Password

4.1 HKBNES may assign a PIN and/or Password to the Subscriber to access the Service.

5. Subscriber Equipment

5.1 The Subscriber shall be responsible for obtaining, providing and paying for all telecommunications equipment, computer equipment, software or any other access devices as may be necessary for the use of the Service (collectively "Subscriber Equipment").

5.2 The Subscriber shall ensure at all times that the Subscriber Equipment be approved for connection to the Service by the relevant government department or other competent authority and the Subscriber shall at all times comply with the conditions of such approval. HKBNES reserves the right to suspend the Service without notice if the Subscriber does not fulfill its obligations under this clause or if in the opinion of HKBNES such Subscriber Equipment has or is likely to cause the death of, or personal injury to, any person engaged in the running of network of HKBNES and/or Third Party Provider or damage to the property of HKBNES and/or Third Party Provider or impair the quality of any of the Service or any other telecommunications service provided by means of network of HKBNES and/or Third Party Provider or otherwise.

6. Installation of Equipment

6.1 HKBNES may provide to the Subscriber the relevant equipment (including but not limited to Cable Modem, Network Card, Router, NAT Device and/or Antenna and Accessories) for the use of the Service ("the Equipment") in consideration of a rental fee to be payable by the Subscriber to HKBNES. The said rental fee shall be determined by HKBNES at its sole discretion from time to time.

6.2 The Subscriber shall: (a) provide suitable physical and operating environment for the Equipment; (b) provide adequate security to protect the Equipment from theft, damage or misuse and to use reasonable care in the use of the Equipment; (c) use the Equipment solely for the purposes provided; (d) obtain any consents or approval required for the installation and connection of the Equipment (where applicable); (e) notify HKBNES as soon as reasonably practicable of any damage, fault, theft or loss of the Equipment; (f) not assign, transfer, convey or otherwise dispose of the relevant equipment and/or software without the prior written consent of HKBNES; (g) not, or shall permit any other person to alter, remove, add to, or otherwise interfere with the Equipment or any identifying marks or numbers on the Equipment without HKBNES' prior written consent; (h) use and operate the Equipment in a proper manner and in accordance with HKBNES' instruction to be given from time to time and the relevant user guide; (i) pay HKBNES an installation fee of the Equipment, the amount of which shall be determined by HKBNES at its sole discretion; (j) not use any other equipment in place of the Equipment without the written consent of HKBNES.

6.3 The Subscriber must observe HKBNES' requests for the removal or return of the Equipment upon termination of the Service. Upon termination of the Service, the Subscriber shall at its own costs and expenses return the Equipment to HKBNES within the period specified by HKBNES in good condition (fair wear and tear excepted). Should Subscribers request HKBNES to perform on-site service at the premise(s) for collecting the Equipment, HKBNES will make the arrangement within 2 weeks after receipt of Subscriber's written notice, and may charge an Equipment collection fee of \$300 or any other amount as HKBNES shall deem appropriate from time to time.

6.4 If the Subscriber fails to return the Equipment within the specified period or the Equipment is loss or damaged, the Subscriber shall indemnify HKBNES for all loss or damage to the Equipment on a full indemnity basis (including the costs incurred by HKBNES for the recovery of the Equipment).

6.5. The use of the Equipment by the Subscribers shall terminate upon the termination of the Third Party Business Broadband Network Service. HKBNES reserves the right to terminate the use of the Equipment by the Subscriber at any time and for whatever reasons. HKBNES will endeavour to give 30 days' prior notice for such termination.

7. Subscriber's Responsibility

7.1 Subscriber will not use and/or allow others to use the Service simultaneously through more than the maximum number of computer connections as subscribed from time to time, failing which HKBNES reserves the right to charge the Subscriber the then service fee for using the Service through such number of computer connections;

7.2 Subscriber will not in any event resell the Service without the prior consent of HKBNES;

7.3 Subscriber acknowledges that relocation of the address for the Service shall, subject to HKBNES' approval, be subject to a relocation charge as HKBNES shall stipulate from time to time;

7.4 Subscriber will comply with directions given by HKBNES from time to time in relation to modifications required to any apparatus at the installation address or such other action as necessary to eliminate any interference, impediment or impairment to the Service or HKBNES' network.

8. Reconfiguration of Computer and Repair of Equipment

8.1 The Subscriber acknowledges that the provision of the Service is subject to the reconfiguration of the Subscriber's computer and the installation of the relevant Subscriber Equipment, Equipment and/or Software.

8.2 The Subscriber shall authorize HKBNES or Third Party Provider or their authorized agents to reconfigure the Subscriber's computer to allow access to the Service and install the relevant Equipment and/or software by signing a separate Installation Order Form.

8.3 It will be the Subscriber's responsibilities prior to installation or reconfiguration of any Equipment and/or software to back up any data stored in his computer and inform HKBNES if any reconfiguration or installation by HKBNES is likely to invalidate any support arrangements and/or other functions of the computer and HKBNES shall not in any event be liable for any loss or damages of Subscriber or any third party caused in the course of such installation and/or reconfiguration.

8.4 The Subscriber authorizes HKBNES, Third Party Provider or their authorized agents to disable any Local Area Network (LAN) card installed in Subscriber's computer for the provision of Service and/or install the Equipment and/or software.

8.5 HKBNES reserves the right not to reconfigure the Subscriber's computer or install the related Equipment or Software as HKBNES deems appropriate and at HKBNES' discretion.

8.6 Any reconfiguration and/or installation activities for the provision of the Service shall be subject to the Subscriber's computer meeting the basic requirement for reconfiguration as specified in the registration form.

8.7 The Subscriber shall be liable for all charges for the provision of the Service by HKBNES notwithstanding the Subscriber may not be able to use the Service for any reason whatsoever which is not due to the fault of HKBNES including without limitation incompatibility, incompetence or failure of Subscriber Equipment or failure of the Subscriber's computer to meet the basic reconfiguration requirements.

8.8 HKBNES will upon the reasonable request of the Subscriber effect all necessary repairs or reconfiguration or relocation of Equipment or on-site support to the relevant Equipment. It is expressly agreed by HKBNES and the Subscriber that HKBNES shall not be subject to any liability or responsibility by reason of any delay in effecting such repair or reconfiguration or Equipment relocation or on-site maintenance. The Subscriber shall be responsible for the relevant costs as shall be notified by HKBNES unless any failure or problem is due to the default of HKBNES.

9. Deposit and Prepayment (if any)

9.1 HKBNES shall have the right to require the Subscriber to prepay service fee upon registration of the Service (the amount of which shall be determined by HKBNES at its sole discretion) and/or at any time to require the Subscriber to pay a deposit as security for the due performance and discharge by the Subscriber of its obligations and liabilities relating to the provision of the Service or the relevant Equipment or otherwise under this Agreement. The amount of the deposit shall be determined by HKBNES at its sole discretion. HKBNES reserves the right to increase the amount of the deposit from time to time. The deposit shall be retained by HKBNES free of any interest to the Subscriber and shall not be transferred to the Subscriber's other account for the Service.

9.2 Any unused access/usage time as specified in the relevant Service Plan selected by the Subscriber will not be carried forward to the following month and HKBNES will not give any credit or refund in respect of any failure, suspension or interruption of all or part of the Service for any reasons whatsoever.

10. Subscriber's Warranties

10.1 Subscriber will abide by this Agreement for using the Service and any amendments and supplement thereto stipulated by HKBNES and any terms and conditions set out by third party service providers who provide any services

accessible by or through using the Service;

10.2 Subscriber will submit true and complete information to HKBNES and must notify HKBNES promptly in writing of any changes to his details as provided to HKBNES and whatsoever information requested by HKBNES;

10.3 Subscriber will not use or allow others to use the Service to circulate, publish, transmit, distribute, or any unsolicited promotional or advertising information or any content that is seditious, obscene, defamatory, indecent, threatening, offensive, liable to incite racial hatred, discriminatory, menacing, objectionable or for mail-spamming, junk mail and/or bulk transmission of messages to Internet users, providers or newsgroup;

10.4 Subscriber will not act, nor allow others to, act in such a way that may jeopardize or impair the provision of the Service in Hong Kong or elsewhere;

10.5 Subscriber will ensure that either he/she owns the computer or he/she has obtained the consent of the owner of the computer for HKBNES or Third Party Provider to conduct any reconfiguration and/or installation activities for the provision of the Service.

11. Miscellaneous

11.1 The Subscriber acknowledges and agrees that the obligations of HKBNES under this Agreement may be performed by other companies in line with HKBNES. HKBNES shall further have the rights to sub-contract any of its obligation to a third party. HKBNES shall be entitled to assign or transfer its rights hereunder to any third party.

11.2 Subscriber acknowledges and agrees that HKBNES will send promotional material and/or information about related services provided by HKBNES or any third party to Subscriber by post or email from time to time. Subscriber shall notify HKBNES in writing if he/she does not want to receive any such material or information and HKBNES will not charge any fee for this request.

11.3 Any notice required to be given by HKBNES to the Subscriber may be given by HKBNES by post, facsimile, email or any other means at the sole discretion of HKBNES. Any such notice shall be deemed to have been received and given at the time when in the ordinary course of transmission it should have been delivered at the address to which it was sent.

11.4 HKBNES reserves the right to the final decision on any dispute regarding the terms and conditions herein stated.

11.5 Subscriber agrees to abide by all the terms and conditions in the Special Terms and Conditions and General Terms and Conditions as may be in force from time to time